

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF IMMOBILIARE NEW ENGLAND
AS REDEVELOPER OF PARCEL 4 LOCATED IN THE
CHARLESTOWN NAVY YARD, CHARLESTOWN URBAN
RENEWAL AREA, MASS. PROJECT NO. R-55

WHEREAS, The Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, IMMOBILIARE NEW ENGLAND, has expressed an interest in and has submitted a satisfactory proposal for the development of Parcel 4 in the Charlestown Navy Yard; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That IMMOBILIARE NEW ENGLAND be and hereby is finally designated as Redeveloper of Parcel 4 as identified on the attached Map, marked Exhibit "A", located in the Charlestown Navy Yard.
2. That it is hereby determined that IMMOBILIARE NEW ENGLAND possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practical feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

5. That the Director is hereby authorized for and in behalf of the Authority to execute and deliver a Mortgage and Deed mortgaging and conveying Parcel 4 to IMMOBILIARE NEW ENGLAND or nominee approved by the Director and to execute additional documents as the Director deems appropriate and in the best interest of the Authority to effectuate such mortgage and conveyance, including, but not limited to, a Term Sheet, a Partial Release of the parcel and a Certificate of Estoppel, said documents to be in the Authority's usual form including such changes as the Director deems appropriate and in the best interest of the Authority.
6. That the Director is hereby authorized to execute an amendment to the Land Disposition Agreement dated December 7, 1978, as amended, between the Authority and IMMOBILIARE NEW ENGLAND to recognize a change in the development program previously approved for said parcel.
7. That IMMOBILIARE NEW ENGLAND or nominee approved by the Director be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.
8. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF IMMOBILIARE NEW ENGLAND
AS REDEVELOPER OF PARCEL 6 LOCATED IN THE
CHARLESTOWN NAVY YARD, CHARLESTOWN URBAN
RENEWAL AREA, MASS. PROJECT NO. R-55

WHEREAS, The Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, IMMOBILIARE NEW ENGLAND, has expressed an interest in and has submitted a satisfactory proposal for the development of Parcel 6 in the Charlestown Navy Yard; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That IMMOBILIARE NEW ENGLAND be and hereby is finally designated as Redeveloper of Parcel 6 as identified on the attached Map, marked Exhibit "A", located in the Charlestown Navy Yard.
2. That it is hereby determined that IMMOBILIARE NEW ENGLAND possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practical feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

5. That the Director is hereby authorized for and in behalf of the Authority to execute and deliver a Mortgage and Deed mortgaging and conveying Parcel 6 to IMMOBILIARE NEW ENGLAND or nominee approved by the Director and to execute additional documents as the Director deems appropriate and in the best interest of the Authority to effectuate such mortgage and conveyance, including, but not limited to, a Term Sheet, a Partial Release of the parcel and a Certificate of Estoppel, said documents to be in the Authority's usual form including such changes as the Director deems appropriate and in the best interest of the Authority.
6. That the Director is hereby authorized to execute an amendment to the Land Disposition Agreement dated December 7, 1978, as amended, between the Authority and IMMOBILIARE NEW ENGLAND to recognize a change in the development program previously approved for said parcel.
7. That IMMOBILIARE NEW ENGLAND or nominee approved by the Director be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.
8. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

WHEREAS, the Authority is authorized by Chapter 30, Sections 41 through 43B of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That CHARLESTOWN HOLDINGS INCORPORATED be and hereby is finally designated as Redeveloper of Parcel 7, as identified on the attached map, marked Exhibit "A", located in the Charlestown Navy Yard.
2. That disposal of said Parcel 7, Charlestown Navy Yard, by the issuance of a Request for Proposals and the selection of the CHARLESTOWN HOLDINGS INCORPORATED's proposal is the appropriate method of making the land available for redevelopment.
3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment, and further, that all

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: THE FINAL DESIGNATION OF CHARLESTOWN HOLDINGS
INCORPORATED AS REDEVELOPER OF PARCEL 7 LOCATED IN THE
CHARLESTOWN NAVY YARD, CHARLESTOWN URBAN RENEWAL AREA,
MASS. PROJECT NO. R-55.

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loans and capital grants with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State, and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of projects with federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion, or national origin; and

WHEREAS, CHARLESTOWN HOLDINGS INCORPORATED has expressed an interest and submitted a satisfactory proposal for the development of Parcel 7 in the Charlestown Navy Yard; and

WHEREAS, CHARLESTOWN HOLDINGS INCORPORATED'S proposal was submitted in response to a Request for Proposals for development on Parcel 7, duly advertised and conducted in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That CHARLESTOWN HOLDINGS INCORPORATED be and hereby is Finally Designated as Redeveloper of Parcel 7, as identified on the attached Map, marked Exhibit "A", located in the Charlestown Navy Yard.
2. That disposal of said Parcel 7, Charlestown Navy Yard, by the issuance of a Request for Proposals and the selection of the CHARLESTOWN HOLDINGS INCORPORATED'S proposal is the appropriate method of making the land available for redevelopment.
3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment, and further, that all

practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

4. That the Director is hereby authorized to execute and deliver a Mortgage and Deed mortgaging and conveying Parcel 7 to CHARLESTOWN HOLDINGS INCORPORATED or nominee approved by the Director and to execute additional documents as the Director deems appropriate and in the best interest of the Authority to effectuate such mortgage and conveyance, including but not limited to a Term Sheet and a Land Disposition Agreement, said documents to be in the Authority's usual form including such changes as the Director deems appropriate and in the best interests of the Authority.
5. That the developer be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.
6. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

PARCELS 4, 5, 6, 7
Charlestown Navy Yard

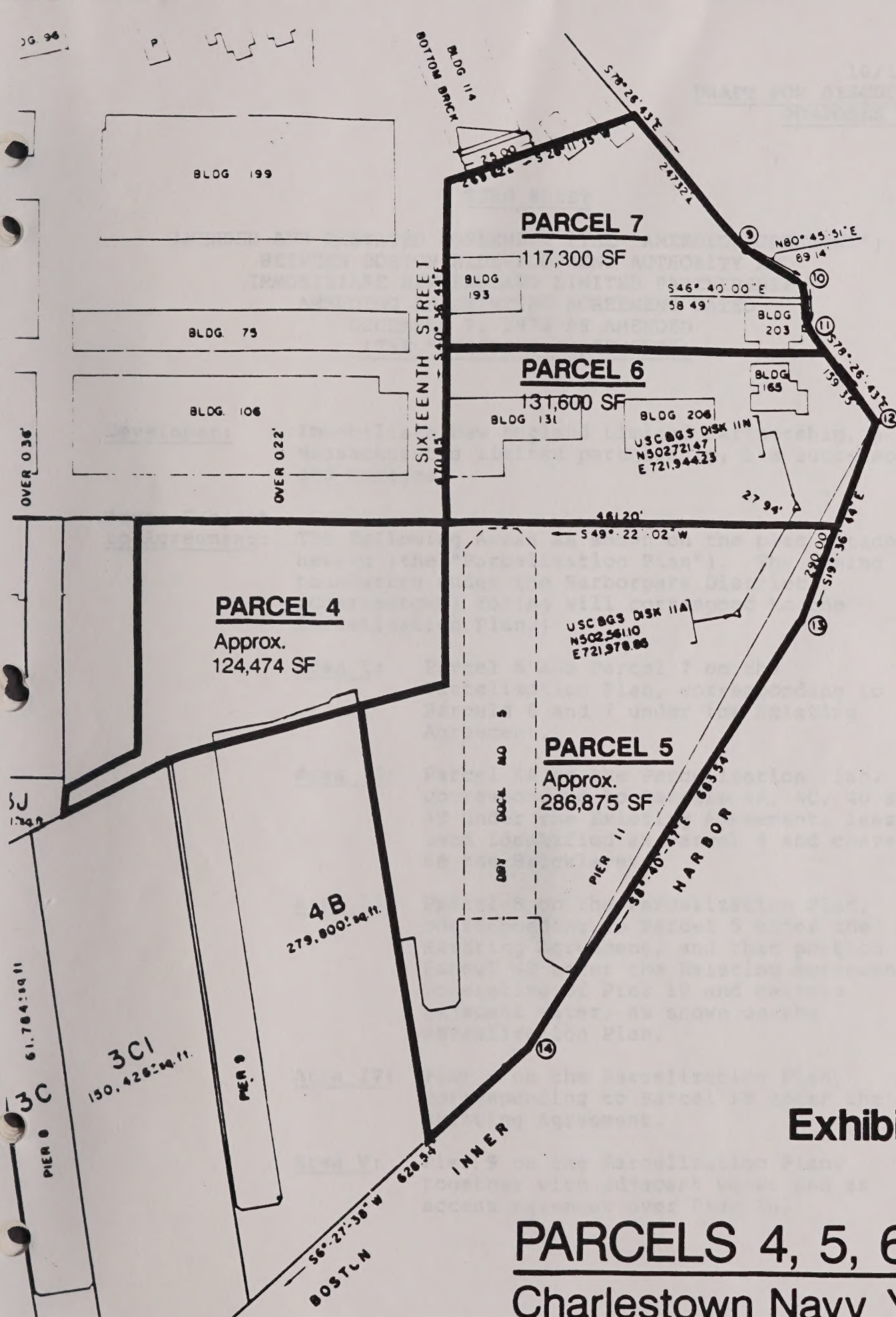


Exhibit A

PARCELS 4, 5, 6, 7 Charlestown Navy Yard

TERM SHEET

AMENDED AND RESTATED AGREEMENT (THE "AMENDED AGREEMENT")
BETWEEN BOSTON REDEVELOPMENT AUTHORITY AND
IMMOBILIARE NEW ENGLAND LIMITED PARTNERSHIP
AMENDING AN EXISTING AGREEMENT DATED
DECEMBER 7, 1978 AS AMENDED
(THE "EXISTING AGREEMENT")

Developer: Immobiliare New England Limited Partnership, a
Massachusetts limited partnership, its successors
and assigns.

Areas Subject
to Agreement: The following Areas as shown on the plan attached
hereto (the "Parcelization Plan"). The zoning
boundaries under the Harborpark District
(Charlestown) Zoning will correspond to the
Parcelization Plan.)

Area I: Parcel 6 and Parcel 7 on the
Parcelization Plan, corresponding to
Parcels 6 and 7 under the Existing
Agreement.

Area II: Parcel 4A on the Parcelization Plan,
corresponding to Parcels 4A, 4C, 4D and
4E under the Existing Agreement, less the
land identified as Parcel 4 and conveyed
to the Bricklayers.

Area III: Parcel 5 on the Parcelization Plan,
corresponding to Parcel 5 under the
Existing Agreement, and that portion of
Parcel 4B under the Existing Agreement
consisting of Pier 10 and certain
adjacent water, as shown on the
Parcelization Plan.

Area IV: Pier 5 on the Parcelization Plan,
corresponding to Parcel 1B under the
Existing Agreement.

Area V: Pier 9 on the Parcelization Plan,
together with adjacent water and an
access easement over Pier 10,

corresponding to Parcel 4B under the Existing Agreement, less the portion of Parcel 4B added to Area III above.

Any Area, or portion thereof, which is to be conveyed to the Developer may be referred to herein as a "Parcel". The Authority and the Developer will reasonably cooperate with each other prior to execution of the amended LDA and thereafter to identify from time to time the appropriate boundaries of any subdivided portion of an Area which will constitute a Parcel. Developer may enter into separate amended LDAs though, and acquire each separate parcel in, separate nominees formed for the single purpose of owning and developing the separate parcels.

Purchase
Price:

Areas I
and III: \$9,840,000 for Area I for an estimated 690,000 s.f. of permitted development allocated to Parcel 7 and 410,000 s.f. of development allocated to Parcel 6.

In Area III, if NEAq does not go forward with the construction of a new Aquarium facility in Area III, or abandons any construction, Developer shall have the right to purchase Area III for a purchase price of \$4,000,000.

In Area III, if NEAq goes forward with the construction of its new Aquarium facility, no purchase price shall be payable by Developer; rather, a Developer contribution of the value in Area III controlled by Developer shall be made available to NEAq to facilitate its planning and construction, and the Developer and the BRA shall cooperate with each other to publicly announce the transfer of that benefit to NEAq. In the amended LDA, Developer will release its rights in Area III, subject to its residual rights provided for herein. However, nothing set forth herein shall prejudice the rights of the BRA with respect to any re-use price it determines with NEAq to relate to NEAq's development of Area III.

The purchase price for Areas I and III is payable on the following schedule, which schedule assumes that NEAq will not go forward in Area III and therefore includes the full purchase price for Areas I and III. If NEAq obtains a building permit for its new Aquarium facility prior to the time Payment Number 4 is due, Payments Nos. 4, 5, 6 and 7 shall each be reduced so that no payment on account of Area III is made, (and if for any reason any amount has previously been paid on account of Area III, such amount shall be credited against and proportionately reduce subsequent payments for Buildings 1, 2 and 3). If NEAq does not obtain a building permit prior to the time Payment Number 4 is due, the full purchase price shall be payable and Developer shall have the right to develop Area III.

TABLE OF PURCHASE PRICE

The Purchase Prices set forth below, and the dates upon which they are due, are expressly subject to the nine Notes set forth immediately below the table.

<u>Date Due</u>	<u>Bld. 1</u>	<u>Blds. 2/3</u>	<u>Area III</u>	<u>Total</u>
1. Amended LDA execution (Subject to Note 9)	\$1,072,500	\$427,500	-----	\$1,500,000
2. First Milestone	-----	400,000	-----	400,000
3. 1 Yr. after date of Amended LDA (i.e. Sept. 28, 1991) (Subject to Note 2)	519,500	1,068,500	-----	1,588,000
4. 2 Yr. after date of Amended LDA	519,500	1,068,500	1,000,000	2,588,000
5. 3 Yr. after date of Amended LDA	519,500	1,068,500	1,000,000	2,588,000
6. 4 Yr. after date of Amended LDA	519,500	1,068,500	1,000,000	2,588,000
7. 5 Yr. after date of Amended LDA	519,500	1,068,500	1,000,000	2,588,000
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	3,670,000	6,170,000	4,000,000	13,840,000

NOTES:

1. If the First Milestone, as hereinafter defined, has not been achieved prior to the time that any annual installment for Building 1 is due, payment of such

annual installment shall be deferred and be due and payable 60 days after the First Milestone has been achieved.

2. If the Second Milestone, as hereinafter defined, has not been achieved prior to the time that any annual installment for Buildings 2 and 3 or for Area III is due, payment of such annual installment shall be deferred and be due and payable 60 days after the Second Milestone has been achieved.
3. The foregoing payments for Buildings 2 and 3 shall be allocated on a pro rata basis between them.
4. Notwithstanding the foregoing, the entire purchase price allocable to any portion of Parcels 6 or 7 upon which Buildings 1, 2 or 3 will be located shall be payable simultaneously with the delivery of a deed to Developer of such portion.
5. The balance payable with respect to Buildings 1, 2 and 3 shall be reduced on the basis of \$10.00 per GFA foot, to the extent that any permitting conditions or requirements reduce the density of the Development Programs. The balance payable with respect to Area III shall be increased or reduced on a pro rata basis to the extent that the density of the Development Program on Area III is increased or decreased. GFA shall exclude garage and parking space, wherever located, basement and cellar areas devoted exclusively to accessory uses, and areas elsewhere in the structure devoted to mechanical equipment and operation.
6. The cost of hazardous materials and oil remediation attributable to incremental costs in excess of normal costs associated with excavation and construction at a non-contaminated site, including premium construction costs, capping costs, costs of removal, disposal and treatment of contaminated soils or asbestos, and consultants' and legal fees associated therewith, for Areas I (Parcels 6 and 7) and II (Parcel 4) shall be measured ("Environmental Costs"). To the extent that Environmental Costs for Areas I and II exceed \$1,600,000 Developer shall deduct 50% of the next \$2,600,000 of Environmental Costs for Areas I and II (i.e., up to \$1,300,000) from the purchase prices next payable for Areas I and II, provided that no reduction shall be made until Payment No. 4 is due, and no reduction shall reduce Payments Nos. 4, 5 or 6 by more

than 50%, provided that in all events the full credit shall be made available by the time Payment No. 7 is made.

7. The parties acknowledge that an application for a waiver under the Massachusetts Contingency Plan has been filed with the Department of Environmental Protection ("DEP"), which application proposes to remediate hazardous substances on Parcels 5, 6 and 7 by capping. Until DEP approves of such waiver and the exercise thereof by Developer, without any non-standard conditions (i.e. those standard conditions listed in 310 C.M.R. § 40.537) (the "Waiver Condition"), Developer may cancel the LDA with respect to some or all of the Areas, or portions thereof (the "Waiver Cancellation"). Further, if, within two years of execution of the LDA (or, in the case of Area II, two years after NEAq abandons its efforts to construct an aquarium and Developer becomes the developer of Area II), Developer is not satisfied in any respect with the presence of asbestos or any other hazardous substances on the Areas, or with any environmental risk, Developer may cancel the LDA with respect to some or all of the Areas, or portions thereof (the "2 Year Cancellation"). In the event of any such cancellation, that portion of any purchase price previously paid allocable to the cancelled Areas, or portions thereof, shall be subject to a credit or reimbursement, as described in the next sentence, provided that if the cancellation is only under the 2 Year Cancellation and not the Waiver Cancellation (i.e. the Waiver Condition has been satisfied but Developer nevertheless cancels under the 2 Year Cancellation), the initial payment of \$1,500,000 shall not be subject to a credit or reimbursement. Any funds subject to a credit or reimbursement as aforesaid shall be a credit against any future payment due under the LDA or otherwise due under any other agreement or pursuant to any other obligations arising between Developer and its affiliates and the BRA, except that to the extent any such credit is not applied within 36 months of the execution of the LDA, the BRA shall promptly reimburse Developer the amount of any unapplied credit.
8. If the Third Milestone (relating to Gate 6), as hereinafter defined, has not been achieved prior to the time that construction of Developer's second building commences, there shall be withheld from the purchase price next due hereunder an amount equal to \$500,000, and Developer shall have the right, but not the

obligation, to construct Gate 6, based upon plans approved by the BRA, such approval not to be unreasonably withheld, which plans shall show a scope of work comparable to the existing Gate 5. Any amount withheld, less any verifiable costs incurred by Developer if it constructs Gate 6, shall be payable to the BRA 60 days after the Third Milestone has been achieved.

9. \$300,000 of the first \$1,500,000 shall be paid on October 19, 1990.

\$600,000 of the first \$1,500,000 shall be paid on November 16, 1990.

\$600,000 of the first \$1,500,000 shall be paid on December 21, 1990.

Area II: In addition to the amount previously paid by Developer, an additional \$400,000 payable upon delivery of the deed.

Area IV: As established under the Existing Agreement.

Area V: Previously paid.

Title:

The BRA shall convey to Developer good, clear, record and marketable title to each Area, or any portion thereof, free and clear of all easements, agreements or restrictions not approved by Developer, and free of all occupants, within 20 days of request for such conveyance, provided that Developer shall make all payments required to be paid to the BRA at the time of delivery of the deed. (Developer shall have the option of requiring a 99-year ground lease from the BRA with respect to any Area, or portion thereof, instead of fee simple title, provided that rent shall be pre-paid at the rate and at the terms that the purchase price would be payable if title were to be acquired.) The BRA agrees not to place any new encumbrances on the Areas from and after the date hereof, and to promptly eliminate any existing leases or encumbrances not approved by Developer.

In addition, the Authority will grant to the Developer such good, clear, record and marketable easements as shall be reasonably necessary to

assure access and the provision of utility and services to the Area conveyed.

The BRA shall grant to Developer, simultaneously with the execution of the Amended LDA, a mortgage over each area to secure its conveyance obligations, such mortgage to be released only upon conveyance of an Area, or portion thereof to Developer (or, in the case of Area III, to NEAq if the Aquarium Development goes forward, as described below).

First
Milestone:

1. The Waiver Condition shall have been satisfied.
2. The Notice of Project Change described below under "MEPA Matters" shall have been filed and favorably acted upon, as described below.
3. The Amendment to Design Guidelines described below under "Historic Regulation Matters" shall have been executed and delivered by the BRA and the Massachusetts Historical Commission and shall have been approved (or, to the satisfaction of Developer's counsel, deemed approved) by the Advisory Council on Historic Properties.
4. The Urban Renewal Plan shall have been modified to the extent necessary to allow the Development Program to be constructed.
5. The amendment to the Boston Zoning Code described below under "Boston Zoning Code" shall have been adopted by the Boston Zoning Commission.

Second
Milestone:

A Certificate of the Secretary of EOEA approving an FEIR for the entire Development Program shall have been issued, without requiring further notice or study under MEPA.

Third
Milestone:

Construction of a roadway and Gate 6, and the opening of the same to public use, as described under "Gate 6 Access."

Development
Programs:

The Developer shall have the exclusive right to develop the Areas subject to this Agreement in accordance with the Development Programs described below:

Area I: 1,100,000 s.f. of space, together with the right to construct up to 1200 structured parking spaces and the obligation to construct structured parking spaces equal to .9 per 1,000 s.f. of development. Of the 1,100,000 s.f. of space, at least 600,000 s.f. of space (the "Research Component") shall be designed and constructed for research center (with accessory office) use ("Research Use"), and 500,000 s.f. of space (the "Office/Research Component") shall, at Developer's option, be designed and constructed either for primary office use or for Research Use, or for any combination of the two. Both Components may be used for Research Use; the Office/Research Component may be used for office use, and the Research Component may be used for office use (provided that it has been designed for Research Use, as set forth above), if and to the extent that, in the Developer's judgment, there is no readily available leasing market for Research Use. The Components, or portions thereof, may be brought on line in such sequence as Developer determines.

Area II: A 400 room hotel/conference center together with the right to construct up to 300 structured parking spaces and the obligation to construct at least 175 structured parking spaces. The hotel/conference center may be constructed in phases; the first phase shall consist of 300 rooms, the conference center and associated parking; the second phase shall consist of an additional 100 rooms and associated parking.

If the Aquarium Development described below does not go forward, the Developer may, at its option, either (i) develop Area II as described in the immediately

preceding paragraph, (ii) develop Area II with no fewer than 334 market rate residential condominium/apartment units, located within one or more structures containing no fewer than 500,000 gross square feet of area, together with the right and obligation to construct structured parking spaces per unit required to satisfy market demands, (such residential condominium to be constructed in phases). The foregoing will not prejudice the right of Developer to petition the Authority to agree to a modified Development Plan for Area II which reflects the then-prevailing market conditions, community input and planning goals. If housing is developed in Area II, a 10% affordability requirement shall apply thereto, which requirement has been fully satisfied as set forth below under "Building 104.")

Area III: If the Aquarium Development described below goes forward, NEAq will construct on Area III its proposed new principal aquarium facility (subject, however, to the imposition of easements and restrictions on Area III as described below under "Aquarium Development"), provided, however, that if the Aquarium Development does not go forward, or if it is at any time abandoned, the Developer will have the exclusive right to develop Area III. In such event, Developer may develop in Area III 275,000 gross square feet of area for commercial use, together with such additional square footage as may be devoted to facilities of public accommodation, and together with the right and obligation, to develop accessory structured parking spaces at a rate of .9 spaces per 1,000 s.f. of development. The foregoing will not prejudice the right of Developer to petition the Authority to agree to a modified Development Plan for Area III which reflects the then-prevailing market conditions, community input and planning goals.

Area IV: 110 Market rate residential condominium/apartment units, located within one or more structures containing no fewer than 170,000 gross square feet of area, together with the right and obligation to develop structured parking spaces per unit required to satisfy market demands, (such residential condominium to be constructed in phases). The BRA acknowledges and agrees that in order to allow the Bricklayers to develop affordable housing on parcel 4, Developer voluntarily agreed, in advance of the commencement of construction of its Development Program in Area IV, to contribute \$298,000 and development rights in Parcel 4, which development right the parties agree had, at the time of such contribution, a value of no less than \$1,000,000. The parties agree that such contributions constitute full satisfaction of any requirement that any portion of the residential units in Area IV shall be available for purchase by low or moderate income or elderly persons.

Area V: A private marina containing, at Developer's option, up to 150 marina slips, together with accessory marina uses which may be constructed on the remaining portion of Pier 9. It is understood that Developer shall have the right to demolish and remove a large portion of Pier 9.

In the event that construction has not commenced on any component of the Development Program within 14 years of the date of the amended LDA, the BRA may re-acquire Developer's interest in the Parcel upon which no construction has commenced, subject to repayment to Developer of the purchase price for such Parcel out of the net proceeds arising from the re-disposition of such Parcel by the BRA.

Aquarium
Development:

If NEAq shall not have obtained a full building permit on or before September 28, 1992, or commenced substantial above-ground construction on or before December 31, 1992, or if construction is

abandoned, Developer shall have the exclusive right to acquire and develop Area III, provided that such dates shall each be extended for up to six (6) months if the BRA determines that NEAq is proceeding diligently and in good faith with its development program. If the Aquarium Development goes forward, it shall be subject to easements and use restrictions on Area III, for the benefit of Areas I, II, IV and V (the "Benefited Parcels"), which assure access and utilities to the Benefited Parcels, and assure that the use of Area III, including the area facing Areas II and V, will not be inconsistent with or interfere with the use of the Benefited Parcels as first class office, research, hotel, marina and residential developments.

Actions
by BRA:

The BRA shall take the following actions at its Board meeting on October 11, 1990:

(i) Recommend the adoption of the amendments to the Boston Zoning Code described below under "Boston Zoning Code";

(ii) Authorize the execution and delivery of an Amended and Restated Agreement reflecting the provisions of this Term Sheet;

(iii) Approve of the CNY Master Plan;

(iv) Authorize the submission of a Municipal Harbor plan, which permits the INE Development Program, to EOEA for approval.

In addition, the BRA will take the following actions prior to execution of the amended LDA:

(i) Adopt the amendments to the Charlestown Urban Renewal Plan described below under "Urban Renewal Plan";

(ii) Authorize the execution of the Amendment to Design Guidelines described below under "Historic Regulation Matters".

Urban

Renewal Plan: The Authority shall cause the Charlestown Urban Renewal Plan to be modified to permit the Development Programs described herein.

MEPA

Matters:

The BRA agrees to cause to be filed, as soon as is reasonably possible, a Notice of Project Change describing the entire development and the proposed new Aquarium, and seeking a determination from the Executive Office of Environmental Affairs that the following components of the development require no further study under MEPA:

1. The first 330,000 s.f. of biotech/office development;
2. The hotel;
3. Pier 5 housing;
4. Pier 9 marina.

The BRA will cooperate with Developer to cause all additional MEPA study for CNY development by Developer to be accomplished jointly with NEAq.

Chapter 91

Filing:

The BRA will support the Chapter 91 application filed by Developer with respect to its entire proposed developments in Areas I, II, IV and V, in order to permit those areas to be processed under Chapter 91 procedure "grandfathered" from the new Chapter 91 Regulations to be effective on October 4, 1990.

Historic

Matters:

The parties acknowledge that the Development Program, or portions thereof, will require amendment to the "Design Guidelines: New Development Area, Boston Naval Shipyard at Charlestown", dated June, 1978 (superseding the March 20, 1978 Design Guidelines) (the "Design Guidelines"), such amendment to be effected in accordance with requirements of the "Memorandum of Agreement", dated June, 1978 among the Advisory Council on Historic Preservation, the General Services Administration, the Massachusetts State Historic Preservation Officer, and the BRA (the "Memorandum of Agreement"). The BRA shall amend

the Design Guidelines and in conjunction therewith obtain any other approvals or releases of restrictions required from the Advisory Council on Historic Preservation, the Secretary of the Department of the Interior, the Massachusetts State Historic Preservation Officer, the General Services Administration, or the Massachusetts Historic Commission ("MHC"), so that the Development Program may be completed in accordance with the Memorandum of Agreement (collectively, the "Historic Restriction Changes"). Further, and in connection therewith, MHC shall acknowledge that the Development Program is approved under M.G.L. c. 9, § 27C, subject only to design review which will not reduce density or height approved in the Historic Restriction changes.

Gate 6 Access: The BRA shall cause to be taken all necessary steps (including, without limitation, consent of the MHC, and the U.S. Department of Interior, and modifications to the Design Guidelines and Urban Renewal Plan) to enable it to construct a roadway providing for vehicular access and egress to Yard's End through a new Gate 6, to be constructed in the current location of a portion of Building 114. At no expense to Developer, the BRA shall cause such roadway and gate to be constructed and open for public use (the "Third Milestone"). The BRA agrees to use best efforts to cause the Third Milestone to be achieved no later than the date that the shell of the first building constructed by Developer is completed. In all events, the BRA shall cause the Third Milestone to be achieved no later than the date Developer commences construction on its second building.

Hazardous
Substances:

The Authority has caused to be filed with the DEP a waiver application under the Massachusetts Contingency Plan ("MCP") 310 C.M.R. Sec. 40.00, and M.G.L. c. 21E ("Chapter 21E"), in order to allow the mitigation of Hazardous Substances in Area I and Area III to occur without strict compliance with the MCP. In addition, Developer shall have the right to conduct environmental site assessments on the other Areas subject to the Agreement, and to cause additional waiver applications to be filed with respect thereto, and to conduct remediation thereon. In connection with any waiver application, and in connection with all other

matters under this section, the Authority shall cooperate with Developer and shall execute all such applications, documents and certificates as shall be reasonably necessary to accomplish the intent of this section.

Before and after the conveyance of any Area to Developer, Developer shall have the right to undertake any remediation of any hazardous substances located on any Area. The cost of remediation in Areas I and II may be an adjustment against the Purchase Price for those Areas, as described above under "Purchase Price".

Neither party will waive any rights it may have at law or in equity with respect to any loss, cost or damage arising out of the presence of hazardous substances or oil on any of the Areas and asserted by any party other than the BRA, the Developer of their affiliates.

Cooperation
Regarding
Certain
Matters:

The Authority agrees to cooperate with Developer in order to cause applicable permits and approvals to be issued in order to permit the Development Programs to be constructed. This provision shall survive delivery of the deeds and payment of the Purchase Price.

Boston
Zoning Code:

The BRA shall include in its final draft of the Harborpark District (Charlestown) Zoning all such provisions which shall be necessary to allow Developer to construct the Development Programs described herein on an as-of-right basis. Developer hereby requests that such Zoning text amendment be adopted. The parties agree that Area I and Area II shall each be analyzed separately for the purposes of compliance with Articles 26 and 26A of the Zoning Code. The three buildings in Area I will be treated together for those purposes.

Dimensional
Restrictions;
Design Review:

All construction shall be subject to BRA design review. There shall be no dimensional restriction on the parcels except as set forth in the final

Harborpark District (Charlestown) Zoning, which shall be no less restrictive than the following Maximum Allowed Building Heights:

<u>Parcel</u>	<u>Maximum Allowed Building Height†</u>
4	90'
4A	135'
5	110'
6 and 7	140' (average), 155' max.
Pier 5	55/75'*
Pier 9	35'

* For the portion of the Pier within 150' of the End of the Pier, the Maximum Permitted Building Height is 55'. Elsewhere on the Pier or landward of the High Tide Line the Maximum Permitted Building Height is 75'.

† The "one-third limitation" on above-roof mechanicals shall not apply to these parcels.

Open Space
Allocations:

It is anticipated that the final Harborpark District (Charlestown) Zoning will require 50% open space in the Charlestown Navy Yard ("CNY"), excluding the Historic monument District. The Authority will not allow the issuance of any building permit for any building in CNY which, by virtue of the open space existing with respect thereto, would prohibit the Development Programs described herein, as the same may be modified as contemplated herein or by agreement of the Developer and the Authority.

Building 104:

The parties acknowledge that in exchange for the release by Developer of its rights in Building 104 (Parcel 3I under the Existing Agreement) Developer has received a credit for the construction of 48 affordable units of housing (i.e. the number of units of housing Developer was entitled to develop on Parcel 3I under the Existing Agreement). Such credit may be applied by Developer against any affordability requirement hereafter applied to any Development Program of Developer. The parties acknowledge that a use of a portion of such credit will fully satisfy any affordability requirement applicable to the Residential Development Program on Parcel II.

Assignment:

Developer shall have the right to assign some or all of its interest in any Parcel, or in the Amended Agreement, (a) to one or more entities affiliated with, controlled by, controlling or under common control with Developer or any partner in Developer, and (b) with the consent of the BRA, such consent not to be unreasonably withheld, or delayed, to any other entity, provided that in no event will any such assignment which requires the approval of the BRA be conditioned upon the modification of any term of the Amended Agreement not reasonably and directly related to the matter which is subject to BRA consent.

Definitive
Documentation
to Come:

The Amended Agreement will be effective as of September 28, 1990, will be in the form of an amendment and restatement of that certain Agreement dated December 7, 1978, as amended by instruments dated July 12, 1984 and June 25, 1987, and will contain such other provisions as are customarily and mutually acceptable to the parties. The Developer and Authority will execute the Agreement no later than November 2, 1990.

Agreed to in principle:

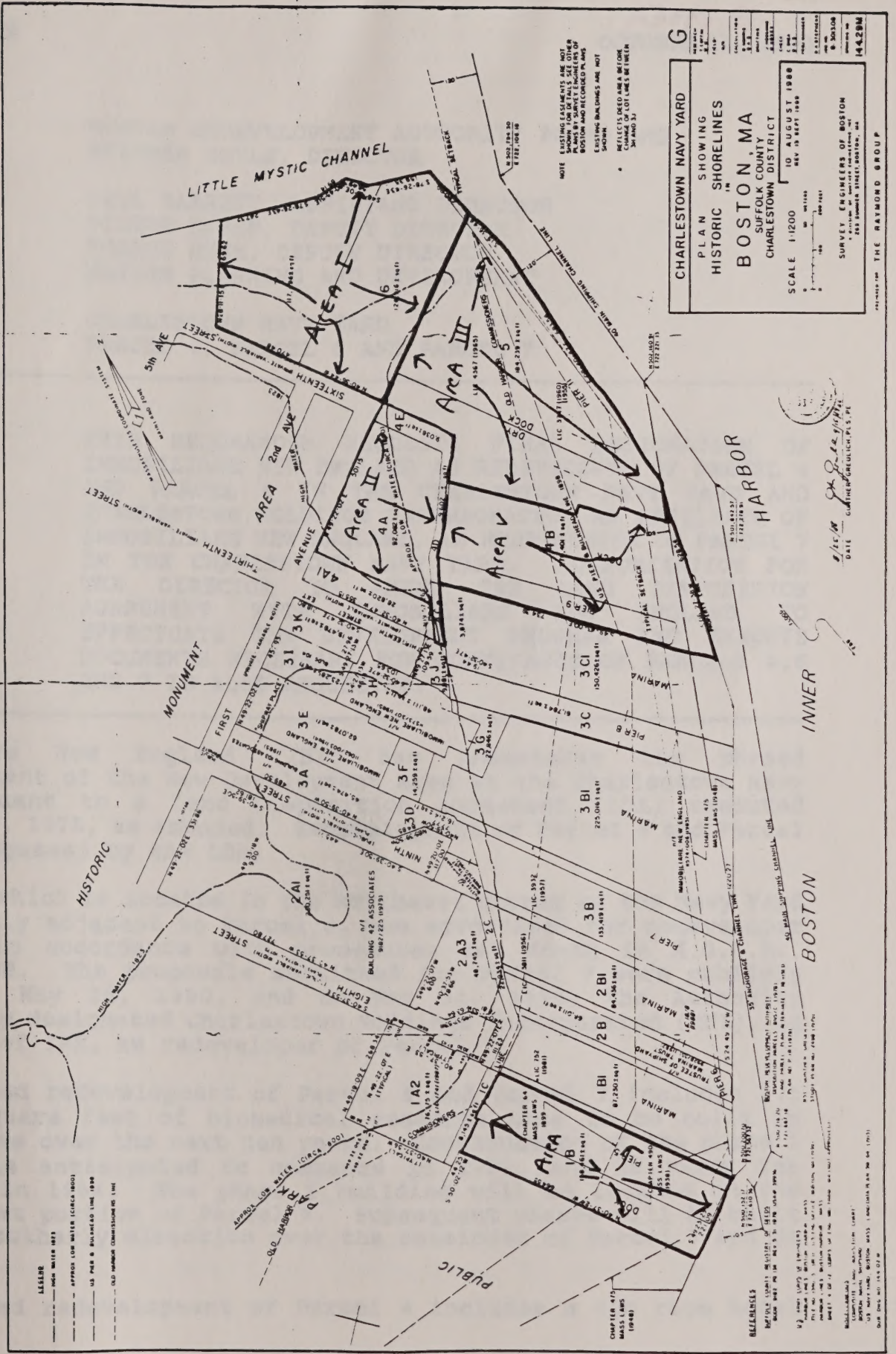
IMMOBILIARE NEW ENGLAND

By: RCC International Corp.

By: _____

BOSTON REDEVELOPMENT AUTHORITY

By: _____



MEMORANDUM

Doc. # 5346

ADOPTED

OCTOBER 11, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY BOARD AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR
VICTOR KAREN, DEPUTY DIRECTOR
ROBERT RUSH, DEPUTY DIRECTOR
HARBOR PLANNING AND DEVELOPMENT

SUBJECT: CHARLESTOWN NAVY YARD
PARCEL 4, PARCEL 6 AND PARCEL 7

EXECUTIVE
SUMMARY:

THIS MEMORANDUM REQUESTS FINAL DESIGNATION OF IMMOBILIARE NEW ENGLAND AS REDEVELOPER OF PARCEL 4 AND PARCEL 6 IN THE CHARLESTOWN NAVY YARD AND CHARLESTOWN HOLDINGS INCORPORATED, AN AFFILIATE OF IMMOBILIARE NEW ENGLAND, AS REDEVELOPER OF PARCEL 7 IN THE CHARLESTOWN NAVY YARD. AUTHORIZATION FOR THE DIRECTOR TO AMEND THE LAND DISPOSITION AGREEMENT WITH IMMOBILIARE NEW ENGLAND TO EFFECTUATE THE DEVELOPMENT PROGRAM AND EXECUTE DOCUMENTS NECESSARY FOR CONVEYANCE OF PARCELS 4, 6 AND 7 IS ALSO REQUESTED.

Immobilier New England (INE) has undertaken the phased redevelopment of the New Development Area at the Charlestown Navy Yard pursuant to a Land Disposition Agreement (LDA) executed December 7, 1978, as amended. Redevelopment of Parcel 4 and Parcel 6 is encompassed by the LDA.

Parcel 7, which is located in the Northeast corner of the Navy Yard and directly adjacent to Parcel 6, was advertised for redeveloper interest in accordance with procedures set forth in M.G.L.A., Chapter 30B. The proposals submitted for Parcel 7 were publicly opened on May 25, 1990, and on May 31, 1990, the Authority tentatively designated Charlestown Holdings Incorporated (CHI), an affiliate of INE, as redeveloper of Parcel 7.

The proposed redevelopment of Parcel 6 and Parcel 7 includes 1.1 million square feet of biomedical research uses to be built in three phases over the next ten years. Construction of the phase 1 building is anticipated to commence in 1991, and be ready for occupancy in 1994. The phase 1 building will be located on the northernmost portion of Parcel 7. Subsequent phases will be built out in a southerly direction over the remainder of Parcel 7 and on Parcel 6.

The proposed redevelopment of Parcel 4 includes a 400 room hotel

and conference facility. Construction is planned to commence in 1992, with hotel opening timed to completion of the New England Aquarium on the adjoining Drydock 5/Parcel 5. The hotel project will also be phased with initial development of 300 rooms and potential for the addition of another 100 rooms in response to subsequent demand.

The overall development plans for Parcels 4, 6 and 7 are in accordance with the Charlestown Navy Yard Master Plan which envisions completion of the nation's largest historic preservation project into a vibrant mixed use community. Most importantly, the Charlestown community will be knit together with the Navy Yard through the provision of affordable housing, neighborhood business opportunities, construction and permanent employment, and recreational amenities available to all City residents and visitors.

By the year 2000, approximately 7,000 people will work in the Navy Yard and upwards of 3,000 will live there. Many will be drawn to the 34 acres of public open space and more than three miles of Harborwalk. Others will visit the Aquarium, USS Constitution, and other cultural and historic resources which position the Navy Yard on par with the Commonwealth's most historically significant places.

In the near term, phase 1 of the biomedical research center and the hotel will result in significant public benefits and contribute towards achieving the goals and objectives of the Charlestown Navy Yard Master Plan. Specifically, these two projects will result in approximately \$2,300,000 in housing linkage and \$460,000 in jobs linkage payments. Over 1,900 construction jobs and 1,000 permanent jobs will be created. Resultant tax benefits to the City of Boston are estimated at \$1,500,000 in 1993. In addition, over \$2,000,000 has been budgeted for public site improvements to create publicly accessible open space and key links of the Harborwalk system.

The Charlestown community will share in these benefits through goals that target linkage funds to projects in Charlestown and the Navy Yard. A minimum of 70% of the affordable housing so created will be available to Charlestown residents. The redeveloper will also work toward insuring that 25% of the permanent jobs in the biomedical research center and hotel go to Charlestown residents.

The proposed redevelopment of Parcels 4, 6 and 7 has been the subject of extensive community review within the context of the Charlestown Navy Yard Master Plan which received overwhelming support from the community and has now been refined to accommodate historic preservation concerns. It is therefore recommended that the Authority grant Final Designation to Immobiliare New England as redeveloper of Parcel 4 and Parcel 6 in the Charlestown Navy Yard and also grant Final Designation to Charlestown Holdings Incorporated, an affiliate of Immobiliare New England, as redeveloper of Parcel 7 in the Charlestown Navy Yard. Further, it is requested the Director be authorized to amend the Land

Disposition Agreement with Immobiliare New England to effectuate the proposed development program and execute documents necessary for the conveyance of Parcel 4, Parcel 6 and Parcel 7.

Appropriate votes and resolutions follow:

VOTED: That the Authority hereby adopts the attached resolutions providing for Final Redeveloper Designation of Immobiliare New England as Redeveloper of Parcel 4 and Parcel 6 in the Charlestown Navy Yard and for Final Redeveloper Designation of Charlestown Holdings Incorporated as Redeveloper of Parcel 7 in the Charlestown Navy Yard; and further

VOTED: That the director be and hereby is authorized to amend the Land Disposition Agreement with Immobiliare, executed December 7, 1978 as amended and subsequently assigned to Immobiliare New England, and execute all documents that the Director deems necessary and appropriate to effectuate the mortgage and conveyance of Parcel 4, Parcel 6 and Parcel 7 in the Charlestown Navy Yard; and further

VOTED: That the Authority hereby authorizes the Director to recommend approval of petitions for exceptions and conditional use permits from the Boston Zoning Code necessary for the construction of the proposed projects on Parcel 4, Parcel 6 and Parcel 7 in the Charlestown Navy Yard.